

EXHIBIT F**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
HATHAWAY ASSOCIATION, INC.****ARTICLE I
NAME**

The name of the corporation is Hathaway Association, Inc., hereafter called the "corporation" or the "Unit Owners Association".

**ARTICLE II
PURPOSES**

The Unit Owners Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the management, maintenance and care of the real estate known as Hathaway Tower, a Condominium" located in the City of Richmond, Virginia, as more particularly described in the Declaration of Condominium of Hathaway Tower, a Condominium, as amended and restated in its entirety by the recordation of an Amended and Restated Declaration recorded in the Clerk's Office of the Circuit Court of the City of Richmond, Virginia as Instrument No. _____, as the same may from time to time be amended (the "Declaration"), and to provide a means whereby the Unit Owners, acting together, may provide for the acquisition, construction, management, maintenance and care of the Condominium, and for this purpose to: (a) enforce the Declaration and Bylaws and exercise all of the powers and privileges and perform all of the duties and obligations of the Unit Owners Association; (b) fix, levy, collect and enforce payment by any lawful means of, all charges or assessments pursuant to the Declaration and Bylaws; (c) pay all Common Expenses of the Condominium; (d) subject to the Declaration and the Bylaws, acquire, own, hold, improve, build upon, operate, maintain, convey, mortgage, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Unit Owners Association; and (e) have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may by law now or hereafter have or exercise.

**ARTICLE III
DEFINITIONS**

Except as expressly defined herein, all capitalized terms used herein shall have the respective meanings set forth in the Declaration or in the Bylaws of this corporation or in the Virginia Condominium Act.

**ARTICLE IV
MEMBERSHIP**

Every Unit Owner shall be a member of this Unit Owners Association. Upon conveyance of fee simple title to any Unit to a purchasing Unit Owner, or upon any other transfer or conveyance of the record title to any Unit, the membership of the former Owner shall cease and the Unit Owner who acquires record title shall become a Member of the Unit Owners Association.

**ARTICLE V
VOTING RIGHTS**

Each Unit Owner shall have one vote per Unit owned.

**ARTICLE VI
BOARD OF DIRECTORS**

- A. The number of directors constituting the Board of Directors is nine (9).
- B. Directors shall be nominated and elected, and vacancies shall be filled, as provided in the Bylaws.

**ARTICLE VII
INDEMNIFICATION**

- A. Definitions. For purposes of this Article the following definitions shall apply:

“corporation” means this corporation only and no predecessor entity or other legal entity.

“expenses” include counsel fees, expert witness fees, and costs of investigation, court costs, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification.

“liability” means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation, including, without limitation, any excise tax assessed with respect to an employee benefit plan.

“legal entity” means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

“predecessor entity” means a legal entity the existence of which ceased upon its acquisition by the corporation in a merger or otherwise.

“proceeding” means any threatened, pending, or completed action, suit, proceeding or appeal whether civil, criminal, administrative or investigative and whether formal or informal.

B. Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its members, the directors and officers of this corporation shall not be liable to the corporation or its Members.

C. Indemnification of Directors and Officers. The corporation shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the corporation or by or on behalf of its Members) because such individual is or was a director or officer of the corporation or because such individual is or was serving the corporation, or any other legal entity in any capacity at the request of the corporation while a director or officer of the corporation, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual’s willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the corporation shall be deemed service at the request of the corporation. The determination that indemnification under this Section C is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section D of this Article; provided, however, that if a majority of the directors of the corporation has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the corporation shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director’s or officer’s ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The corporation is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section C.

D. Indemnification of Others. The corporation may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section C, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers,

employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the corporation, and may contract in advance to do so. The determination that indemnification under this Section D is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section C of this Article shall be limited by the provisions of this Section D.

E. Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the corporation. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the corporation and indemnification under policies of insurance purchased and maintained by the corporation or others. However, no person shall be entitled to indemnification by the corporation to the extent such person is indemnified by another, including an insurer. The corporation is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their request of the corporation regardless of the corporation's power to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the corporation from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

F. Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

ARTICLE VIII AMENDMENT

These Articles of Incorporation may be amended pursuant to Va. Code Ann. Section 13.1-886.